

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of	)	
	)	
Katherine M. Bohn, Licensee of Stations	)	NAL/Acct. No. MB-201741410006.
KVLI(AM) and KRVQ-FM, Lake Isabella,	)	FRN: 0020030763
California, and Station KCNQ(FM), Kernville,	)	Facility ID Nos. 35857, 35856 and 36324
California	)	

**ORDER**

**Adopted: March 15, 2017**

**Released: March 15, 2017**

By the Acting Chief, Media Bureau:

1. In this Order, we adopt the attached Consent Decree entered into by the Media Bureau (Bureau) and Katherine M. Bohn (Licensee), licensee of KVLI(AM) and KRVQ-FM, Lake Isabella, California, and KCNQ(FM), Kernville, California (collectively, Stations).<sup>1</sup> The Consent Decree resolves issues arising from the Bureau's review of a complaint filed by Calvary Chapel of Costa Mesa, Inc., on July 26, 2013. The complaint alleges Licensee engaged in an unauthorized transfer of control of the Stations in violation of Section 310 of the Communications Act of 1934, as amended (Act), and Section 73.3540 of the FCC Rules (Rules).<sup>2</sup>

2. The Consent Decree stipulates that Licensee violated these provisions.<sup>3</sup> It requires Licensee to make an eight thousand dollar (\$8,000) civil penalty payment to the United States Treasury. It also requires that, within 30 days of the effective date of this order, Licensee ensure that they have a full-time management and staff presence at the Stations. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree, we find that the public interest will be served by its approval and by terminating all pending proceedings relating to the Bureau's investigation of potential violations of the Rules and the Act. We further find that, based on the record before us,

<sup>1</sup> The Stations previously were licensed to Robert J. Bohn and Katherine M. Bohn. Upon Mr. Bohn's death, Mrs. Bohn became the sole licensee. See File No. BAL-20170206ABQ; *Broadcast Actions*, Public Notice, Report No. 48925 (MB Feb. 17, 2017). For simplicity's sake, we use only the term Licensee in the Order and Consent Decree, regardless of whether, on the date or dates at issue, the Stations' licenses were held by both of the Bohns or just Mrs. Bohn.

<sup>2</sup> 47 U.S.C. § 310; 47 CFR § 73.3540. The complaint also alleges that an individual experienced a two-hour delay in obtaining access to the Stations' public inspection files and includes a supporting declaration from the individual involved. Section 73.3526(c) of the Rules requires that a station's public inspection file "be available for public inspection at any time during regular business hours." 47 CFR § 73.3526(c). Accordingly, we find Licensee violated Section 73.3526(c). However, because the individual obtained access to the public files within hours and because there are no allegations of additional violations related to public file access, we will admonish Licensee for this violation. We caution Licensee, however, to take whatever steps are necessary to ensure that the Stations' public inspection files are available to those wishing to examine them.

<sup>3</sup> Given this stipulation, we grant the complaint in part. As provided in the Consent Decree, however, we otherwise deny it. Consent Decree at para. 9.

nothing in that record creates a substantial and material question of fact as to whether Licensee possesses the basic qualifications to hold Commission licenses.

4. Accordingly, IT IS ORDERED that the complaint filed by Calvary Chapel of Costa Mesa, Inc., on July 26, 2013, IS GRANTED IN PART and otherwise DENIED.

5. IT IS FURTHER ORDERED that, pursuant to Section 4(i) of the Communications Act of 1934, as amended,<sup>4</sup> and by the authority delegated by Sections 0.61 and 0.283 of the Rules,<sup>5</sup> the Consent Decree attached hereto IS ADOPTED without change, addition, or modification.

6. IT IS FURTHER ORDERED that the investigation by the Media Bureau of the matters noted above IS TERMINATED.

7. IT IS FURTHER ORDERED that copies of this Order shall be sent, by First Class and Certified Mail, Return Receipt Requested, to Katherine M. Bohn, P.O. Box 2008, Kernville, CA 93238, and to her counsel, Dennis C. Brown,, Esq., 3915 N. Charles Avenue, Wichita, KS 67204-3408.

FEDERAL COMMUNICATIONS COMMISSION



Michelle M. Carey  
Acting Chief, Media Bureau

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<sup>4</sup> 47 U.S.C. § 4(i).

<sup>5</sup> 47 CFR §§ 0.61, 0.283.

**CONSENT DECREE****I. Introduction**

1. This Consent Decree is entered into by and between the Media Bureau of the Federal Communications Commission, and Katherine M. Bohn, licensee of Stations KVLI(AM) and KRVQ-FM, Lake Isabella, California (Facility ID Nos. 35857 and 35856, respectively), and KCNQ(FM), Kernville, California (Facility ID No. 36324), for the purpose of terminating the Bureau's Investigation concerning compliance with Section 310 of the Communications Act of 1934, as amended, 47 U.S.C. § 310, and Section 73.3540 of the Commission's Rules, 47 CFR § 73.3540.

**II. Definitions**

2. For purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. §151 *et seq.*;
- (b) "Adopting Order" means the order of the Bureau adopting this Consent Decree;
- (c) "Alta Sierra" means Alta Sierra Broadcasting, LLC;
- (d) "Bureau" means the Media Bureau of the Commission;
- (e) "Commission" or "FCC" means the Federal Communications Commission;
- (f) "Effective Date" means the date on which the Bureau releases the Adopting Order;
- (g) "Investigation" means the Bureau's investigation of information contained in the complaint filed by Calvary Chapel of Costa Mesa, Inc. on July 26, 2013;
- (h) "Licensee" refers to Katherine M. Bohn;
- (i) "Parties" means the Licensee and the Bureau;
- (j) "Rules" means the Commission's Rules, found in Title 47 of the Code of Federal Regulations;
- (k) "Stations" means Stations KVLI(AM) and KRVQ-FM, Lake Isabella, California (Facility ID Nos. 35857 and 35856, respectively), and KCNQ(FM), Kernville, California (Facility ID No. 36324);
- (l) "TBA" means the time brokerage agreement, dated November 1, 2010, between the Licensee and Alta Sierra, concerning the Stations; and
- (m) "Violations" means the failure of the Licensee to retain complete control of the Stations subsequent to the implementation of the TBA in violation of Section 73.3540 of the Rules and Section 310(d) of the Act.

### III. Background

3. Time Brokerage Agreements are not precluded by any Commission rule or policy, so long as the ownership rules are not violated and the participating licensee maintains ultimate control over its facilities.<sup>1</sup> The licensee maintains such control when it holds ultimate responsibility for essential station matters such as programming, personnel, and finances.<sup>2</sup>

4. On July 26, 2013, Calvary Chapel of Costa Mesa, Inc., filed a complaint alleging that an unauthorized transfer of control of the Stations had occurred. In response, the Commission staff commenced its Investigation of the TBA. Staff determined that the TBA effected an unauthorized transfer of control of the Stations in violation of Section 73.3540 of the Rules and Section 310 of the Act. Pursuant to the TBA, Licensee failed to maintain ultimate control over the Stations with regard to personnel. Specifically, while Licensee maintained a management presence at the Stations' main studio, Licensee did not maintain a staff presence.<sup>3</sup>

5. Because of the compliance issues raised by the TBA, the Parties have negotiated this Consent Decree to terminate the Bureau's Investigation.

### IV. Agreement

6. The Parties acknowledge that any proceedings that might result from the Violations would be time-consuming and require a substantial expenditure of public and private resources. In order to conserve such resources, resolve the matter, and promote the Stations' compliance with the Rules, the Parties are entering into this Consent Decree, in consideration of the mutual commitments made herein.

7. The Parties agree to be legally bound by the terms and conditions of this Consent Decree. Licensee further agrees that the Bureau has jurisdiction over the matters contained in this Consent Decree and the authority to enter into and adopt this Consent Decree.

8. The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. Upon the Effective Date, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Commission. Licensee agrees that she is required to comply with each individual condition of this Consent Decree. Each specific condition is a separate condition of the Consent Decree as approved. To the extent that Licensee fails to satisfy any condition or Commission Rule, in the absence of Commission alteration of the condition or Rule, Licensee will be

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<sup>1</sup> 2002 Biennial Regulatory Review – Review of the Commission's Broadcast Ownership Rules and Other Rules Adopted Pursuant to Section 202 of the Telecommunications Act of 1996, Report and Order and Notice of Proposed Rule Making, 18 FCC Rcd 13620, 13743, para.318 (2003) (subsequent history omitted).

<sup>2</sup> 47 U.S.C. § 310(d); 47 CFR § 73.3540(a). See also *Solar Broadcasting Co., Inc.*, Memorandum Opinion and Order, 17 FCC Rcd 5467, 5486, para.71 (2002) ("Although a licensee may delegate certain functions to an agent or employee on a day-to-day basis, ultimate responsibility for essential station matters, such as personnel, programming and finances, is nondelegable."); *Radio Moultrie, Inc.*, Order to Show Cause and Notice of Opportunity for Hearing, 17 FCC Rcd 24304, 24306-07, para. 9 (2002) (stating that "the Commission looks not only to who executes the programming, personnel, and finance responsibilities, but also to who establishes the policies governing those three areas."); *Choctaw Broadcasting Corp.*, Memorandum Opinion and Order, 12 FCC Rcd 8534, 8538-39, para. 11 (1997) ("[A] licensee involved in an LMA is not relieved of its responsibility to retain ultimate control.").

<sup>3</sup> *WGPR, Inc.*, Memorandum Opinion and Order, 10 FCC Rcd 8140, 8143 para. 18 (1995) ("As is true for any other broadcaster, Seller must maintain a 'meaningful management and staff presence' at its main studio.") citing *Amendment of Sections 73.1125 and 73.1130 of the Commission's Rules*, Memorandum Opinion and Order, 3 FCC Rcd 5024, 5026 para. 24 (1988).

deemed noncompliant and may be subject to possible enforcement action, including, but not limited to, revocation of the relief, designation of the matter for hearing, letters of admonishment and/or forfeitures. Any violation of the Adopting Order or the terms of this Consent Decree shall constitute a separate violation of a Commission order, entitling the Commission to exercise any rights and remedies attendant to enforcement of a Commission order.

9. In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation. In consideration for the termination of the Investigation, Licensee agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the Violations in any action against Licensee, provided that Licensee satisfies all obligations under this Consent Decree. In the event that Licensee fails to satisfy any obligation under this Consent Decree, the Bureau may take any enforcement action available pursuant to the Act and the Rules with respect to each Violation, and/or the violation of this Consent Decree.

10. Licensee stipulates that she violated Section 310 of the Act and Section 73.3540 of the Rules by allowing Alta Sierra to assume control of the Stations without prior Commission authorization. Licensee agrees that, within 30 days from the Effective Date, she will ensure the full-time presence at the Stations of both management and staff employed by Licensee, as required by the Rules and the Commission's policies regarding main studios, and will certify to the Commission regarding her compliance with this provision of the Consent Decree.

11. Licensee agrees to pay a civil penalty to the United States Treasury in the amount of Eight Thousand Dollars (\$8,000), within thirty (30) calendar days after the Effective Date. Licensee will also send electronic notification of payment to Heather Dixon at [Heather.Dixon@fcc.gov](mailto:Heather.Dixon@fcc.gov) and Peter.Doyle@fcc.gov on the date said payment is made. Such payment will be made, without further protest or recourse to a *trial de novo*, by a check or similar instrument, wire transfer or credit card and must include the Account Number and FRN referenced in the caption to the Adopting Order. Regardless of the form of payment, a completed FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the Account Number in block number 23A (call sign/other ID) and enter the letters "FORF" in block number 24A (payment type code). Below are additional instructions that should be followed based on the form of payment selected:

- ☒ Payment by check or money order must be made payable to the order of the Federal Communications Commission. Such payments (along with the completed Form 159) must be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.
- ☒ Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. To complete the wire transfer and ensure appropriate crediting of the wired funds, a completed Form 159 must be faxed to U.S. Bank at (314) 418-4232 on the same business day the wire transfer is initiated.
- ☒ Payment by credit card must be made by providing the required credit card information on FCC Form 159 and signing and dating the Form 159 to authorize the credit card payment. The completed Form 159 must then be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000, or sent via overnight mail to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101.

12. The Bureau finds that its Investigation raises no substantial and material questions of fact as to whether Licensee possesses the basic qualifications, including those relating to character, to hold a

Commission license or authorization. The Bureau shall process in the ordinary course the pending application seeking Commission consent to the assignment of the Stations to Alta Sierra (File No. BAL-20140730AEH) and shall grant that application if it finds that the public interest, convenience and necessity would be served by such grant.

13. Licensee agrees to waive any and all rights she may have to seek administrative or judicial reconsideration, review, appeal, or stay, or to otherwise challenge the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition or modification. If any Party (or the United States on behalf of the Commission), brings a judicial action to enforce the terms of the Consent Decree or Adopting Order, no Party will contest the validity of the Consent Decree or Adopting Order, and Licensee will waive any statutory right to a *trial de novo*. Licensee further agrees to waive any claims she may otherwise have under the Equal Access to Justice Act, 5 U.S.C. Section 504 and Section 1.1501 *et seq.* of the Rules relating to the matters herein.

14. The Parties agree that if a court of competent jurisdiction renders any of the provisions of this Consent Decree invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly. In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it will become null and void and may not be used in any manner in any legal proceeding.

15. The Parties agree that if any provision of this Consent Decree conflicts with any subsequent rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which Licensee does not expressly consent), such provision will be superseded by such Commission rule or order.

16. The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between Licensee and the Bureau concerning the Violations discussed herein.

17. Licensee agrees that the provisions of this Consent Decree shall be binding on their successors, assigns, and transferees.

18. This Consent Decree cannot be modified or amended without the advance written consent of all Parties.

19. Each Party represents and warrants to the other Party that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.



20. This Consent Decree may be signed in counterparts and/or by telecopy and, when so executed, the counterparts, taken together, will constitute a legally binding and enforceable instrument whether executed by telecopy or by original signatures.

**MEDIA BUREAU  
FEDERAL COMMUNICATIONS COMMISSION**

By: Michelle M. Carey  
Michelle M. Carey, Acting Chief

Date: 3/15/17

**KATHERINE M. BOHN**

By: Katherine M. Bohn  
Katherine M. Bohn

Date: 3/1/17